

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 37	
2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-B293		3. Effective Date 2007MAY18		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP MEGHAN J CUSTER (586)753-2130 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KZ e-mail address: MEGHAN.J.CUSTER@US.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA NORTHERN CALIFORNIA P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232			Code S0507A	
			SCD A PAS NONE		ADP PT HQ0339		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) SYSTEMS EXCHANGE, INC. 70 GARDEN COURT SUITE 300 MONTEREY, CA 93940-5342 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code OK9Y2		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 62033000065R5R07P31107125FB S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2010MAY18				15G. Total Amount Of Contract		\$1,206,794.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	37
X	D	Packaging and Marking	17	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	20				
X	G	Contract Administration Data	21		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	23		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer SANDRA E. MCCARROLL SANDY.MCCARROLL@US.ARMY.MIL (586)753-2072			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2007MAY18	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 2 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006
<p>(a) Contract Number W56HZV-07-C-B293 is awarded to TFD Group/Systems Exchange, Inc. The Government accepts your proposal dated 30 March 2007 in response to Solicitation Number: W56HZV-07-R-0293, signed by Peter Canepa, Chief Financial Officer, of your company.</p>			
<p>(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.</p>			
<p>(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.</p>			
<p>(d) The following Amendment(s) to the solicitation are incorporated into this contract: A001-A003.</p>			
[End of Clause]			
A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
Information regarding the TACOM-Warren Ombudsperson is located at the website http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm			
[End of Clause]			
A-3	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
<p>(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.</p>			
<p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p>			
<p>(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.</p>			
(1) The proper TACOM addresses for offer submission are:			
(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.			
(ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.			
<p>(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.</p>			
<p>(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.</p>			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 3 of 37
---------------------------	--	----------------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

A-4	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
-----	------------------------	-------------	----------

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

Executive Summary

This is a contract awarded by the Project Manager of the Stryker Brigade Combat Team (PM-SBCT) for the acquisition of the Stryker Digital Schematic Tool (SDST). This effort involves the digitization of the system schematics of the Stryker Family of Vehicles (FOV) and their use in the creation or adaptation of a software tool that is an interactive diagnostic and training tool that shows the flow of these system schematics and allows a user to manipulate that flow by changing the status (active to inactive and back, open to closed and back, etc.) of system components. The SDST will operate independently or when linked to the Stryker Interactive Electronic Technical Manual (IETM).

*** END OF NARRATIVE A 0001 ***

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div><div><div>STRYKER DIGITAL SCHEMATIC TOOL (SDST)</div><div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180005</div><div>Stryker Digital Schematic Tool (SDST) described in Section C, Paragraphs C.1, C.2, and C.4 (End of narrative B001)</div><div>Estimated Cost \$1,004,080.00 Fixed Fee \$90,367.00 Total Estimataed Amount \$1,094,448.00 (End of narrative B002)</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 330 \$ 1,094,448.00</div><div>DELIVERY 330 DAYS AFTER AWARD (End of narrative F001)</div></div></div>			\$ 1,094,448.00	

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>SDST TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180005</div> <div>Training on the SDST described in Section C, Paragraph C.7</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 0 IAW C.7</div> <div>\$ 78,598.00</div> <div>PERIOD OF PERFORMANCE: IN ACCORDANCE WITH C.7</div> <div>(End of narrative F001)</div>				\$ 78,598.00

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div><div><div>SDST POST PRODUCTION SUPPORT</div><div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: 1YR SBCT DIGIT SCHEMATIC TOOL PRON: X16GX143X1PRON AMD: 02ACRN: AA AMS CD: 31107180005</div><div>SDST Post Production Support as described in Section C, Paragraph C.6</div><div>(End of narrative B001)</div><div>Estimated Cost\$30,962.00</div><div>Fixed Fee\$2,787.00</div><div>Total Estimataed Amount\$33,748.00</div><div>(End of narrative B002)</div><div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010IAW C.6</div><div>\$33,748.00</div><div>PERIOD OF PERFORMANCE: IN ACCORDANCE WITH C.6</div><div>(End of narrative F001)</div></div></div>				\$33,748.00

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>OPTION FOR POST PRODUCTION SUPPORT -- YEAR 2</u></p> <p>CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>NOUN: Year Number Two of Post Production Support as described in Section C, Paragraph C.6</p> <p>(End of narrative B001)</p> <p>Estimated Cost \$40,250.00</p> <p>Fixed Fee \$ 3,623.00</p> <p>Total Estimataed Amount <u>\$43,873.00</u></p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ <u>43,873.00</u>

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>OPTION FOR POST PRODUCTION SUPPORT -- YEAR 3</u></p> <p>CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>NOUN: Year Number Three of Post Production Support as described in Section C, Paragraph C.6</p> <p>(End of narrative B001)</p> <p>Estimated Cost \$31,395.00</p> <p>Fixed Fee \$ 2,826.00</p> <p>Total Estimataed Amount <u>\$34,221.00</u></p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ 34,221.00

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECURITY CLASS: Unclassified				
0003AA	<div>OPTION FOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed Price</div> <div>NOUN: Training Option as described in Section C, Paragraph C.7.1.</div> <div>\$55,410.00 OPTION PRICE</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div>				\$55,410.00

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in the Contract Data Requirements Lists (DD Form 1423) A0001 to A0012 which are attached as Exhibit A. These CDRLs are not separately priced.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 11 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Stryker Digital Schematic Tool Statement of Work

C.1.1 Background: The objective of this effort is to provide the maintainer with a computer-based schematic tool that aids in the understanding and conduct of fault isolation and troubleshooting processes of the Stryker vehicle systems. The schematic tool shall provide logical and easy navigation of wiring schematics and flow diagrams, and give the user functionality to trace circuit paths. It shall provide accurate information and data regarding Stryker (all variants/configurations) electrical, hydraulic, pneumatic, cooling, and fuel systems in a graphical, easy to understand, manner.

C.1.2 Start of Work Meeting: A Start Of Work Meeting shall occur at TACOM within 60 calendar days after contract award. The contractor shall take minutes of the Start Of Work Meeting in MS Word format and distribute them by email to all attendees within five calendar days after the meeting IAW CDRL A003. A project plan shall be presented by the contractor at the Start Of Work meeting to include schedule with key milestones/critical path, workflow/processes, key personnel assignments, and quality assurance plan IAW CDRL A002.

C.2 Scope: The contractor shall provide a computer-based schematic tool for accessing and viewing all schematics/diagrams, technical data, and all functionality described in Section C.4, Core Requirements.

C.2.1 The schematic tool shall provide interactive multimedia computer displays of diagrams, photo/line art images, and schematics for Stryker Electrical/Hydraulic/Pneumatic/Fuel/Cooling systems (with linked system/component theory of operation and other functionality as described in C.4) that can be utilized by relatively inexperienced maintainers.

C.2.2 The core requirements shall include conversion of technical data to digital schematic tool format, and an intelligent graphics interface for electrical, pneumatic, hydraulic, fuel and coolant system traceout capability.

C.2.3 Approximately 271, but not more than 300 Stryker Schematics shall be converted to digital format under this effort. This includes approximately 2,000 circuits but not more than 2,700 circuits. The 2,000 circuits generally break down as follows: 1,700 electrical circuits, and approximately 300 hydraulic, pneumatic, coolant, and fuel circuits. All generally have a medium to high complexity. Approximately 38% of the circuits are common across the ten Stryker variants. It is the Governments intent to improve the understanding and utility of the schematics/diagrams for the maintainer by providing the Stryker Digital Schematic Tool (SDST) to be loaded and viewed on the Maintenance Support Device (MSD). While this may require breaking up the content of a schematic/diagram into logical discreet units for display, technical accuracy must be maintained.

C.2.4 Technical support from the Stryker prime contractor will be provided as part of a separate contract action. Prime contractor technical support will include providing access to the latest schematics, to include a hard copy of the schematics/ diagrams are required diagrams and technical manuals; providing technical information/explanations on the content and flow of schematics/diagrams; providing theory of operation; providing digital photographs; providing access to weapon systems; providing technical guidance and interface information that shall be used to ensure the digital schematics applications can be interfaced with the weapon systems Interactive Electronic Technical Manuals (IETMs). The contractor shall deliver a Non-Disclosure Agreement (NDA) IAW CDRL A010.

C.2.5 The Electronic Maintenance System (EMS) Interactive Electronic Technical Manual (IETM) Authoring and Display System contractor shall provide technical support as required under a separate contract action. This support shall consist of instruction and technical advice on how to create hyperlinks between the Stryker IETM and the Stryker digital schematic application.

C.2.6 Government Furnished Material and Government Furnished Information: The Stryker IETM, and a Maintenance Support Device (MSD) will be provided by the Government.

C.3 References: None

C.4 Core Requirements: The contractor shall:

C.4.1 Provide the following as part of the Stryker Digital Schematics Application:

C.4.1.1 The digital schematics application shall operate and its graphics shall be viewable on the Maintenance Support Device (MSD) computer with the Microsoft XP operating system and the MSD with the Microsoft Windows 2000 operating system used by soldier-maintainers in the Stryker Brigade Combat Teams (SBCT). The MSD specifications are as follows:

- 1.8 GHz Dothan Pentium\ae M processor, 2 MB cache
- 512 MB (optional expansion to 2 GB) RAM
- 14.1 Sunlight Readable Active Matrix Milbrite ELG-2 Display, 1024 x 768 resolution
- 64 MB Dedicated Video RAM with ATI Mobility\d4 Radeon\d4 9000 Graphics Processing System
- 80 GB Miltope Model DB20-80 RHDD
- 802.11 b/g Embedded Wireless
- AC 97 Stereo Audio with line in, stereo headphone, and microphone connectors
- DVD+R (4x) RW (4x)/CD-R (24x) RW (10x)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 12 of 37
--------------------	---	---------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

1.44 MB Floppy Disk Drive
Two RS-232/485 2 or 4 wire ports
Two USB 2.0 ports with cable ports restraint
SVGA interface
PCMCIA card reader with strain relief
Modem connector V.92/56K RJ11
Network connector RJ45
IEEE 1284 Parallel Port
Sealed QWERTY keyboard with Hula Point\'d4 mouse

- C.4.1.2 Provide logical and easy navigation of electrical, pneumatic, hydraulic, fuel, and cooling system schematics/diagrams and give the user functionality to trace circuit and flow paths.
- C.4.1.3 The interactive functional graphics solution delivered under this effort shall present graphics linked to supporting narrative text. For each graphic that requires metadata for functionality (e.g. theory of operation, wire lists, flow), there shall be an associated companion file. All companion files that are required for functionality shall be delivered in an XML formatted document, unless otherwise approved by the government.
- C.4.1.4 User saved information, including notes, shall be in XML format or ASCII text. A graphic export functionality shall save the image in the jpeg or CGM format, unless otherwise approved by the Government.
- C.4.1.5 The following requirements shall apply to all fuel, pneumatic, hydraulic, and coolant diagrams:
- C.4.1.5.1 The diagrams shall depict the components, piping and as appropriate electrical circuitry of a pressurized system. Mouse clicking on a graphical depiction of a relay, servo, solenoid or other component shall cause that component to simulate being energized; this shall result in the component being highlighted with a contrasting color, and all connecting paths and components highlighting with that color. A method of visual differentiation other than highlighting may be employed such as flashing, movement, or other equally effective method. Systems may continue on adjoining sheets or views which shall be accessible via hyperlinks from current sheets or views. When the user navigates to adjoining sheets/views, all paths and components that are part of an energized system shall be highlighted.
- C.4.1.5.1.2 The digital schematic tool shall provide animations when applicable to enhance understanding of extremely complex or difficult circuitry. The government must pre-approve use of animation.
- C.4.1.5.2 All graphical depictions of valves shall default to their normal state and shall indicate system flow accordingly. Mouse clicking a graphical depiction of a switch that affects a graphical depiction of a valve, solenoid, relay, servo or other component shall change the state of the component and affect system flow accordingly. Mouse clicking a graphical depiction of a pump shall energize the component, indicated by highlighting it, or an equally effective method of visual differentiation, and all paths and components within the system, subject to the state of valves.
- C.4.1.5.3 A software feature shall provide simulated pressure readings in pounds per square inch which shall reflect readings of the actual system. The pressure readings shall be available from the components and other points depicted in the diagrams that pressure readings would normally be taken from on the actual system for maintenance purposes. The software feature that presents the pressure readings may be a menu selected pop-up, graphical depiction of a meter, or other approach that will be approved by the Government.
- C.4.1.5.4 Links shall be provided where graphical text indicates that a system continues on another sheet/view. The user shall be able to mouse click on that graphical text and the sheet/view shall display. Currently energized systems shall show as highlighted on the displayed sheet/view.
- C.4.1.5.5 Mouse clicking on a graphical depiction of an energized servo, relay, solenoid or other component, or when de-activated by a controlling component, shall turn the highlighted components back to their original color to simulate de-energizing. If the energized component used some other method than highlighting to indicate its state, then the logical reverse of that method shall be used to show de-energizing.
- C.4.1.5.6 Some systems display wiring information within a pneumatic, hydraulic, coolant, and fuel system. Wiring information and diagrams shall follow the same behavior as standalone wiring diagrams.
- C.4.1.6 The following requirements shall apply to all electrical wiring diagrams and schematics:
- C.4.1.6.1 The contractor shall deliver simulated pin-to-pin functionality from individual graphical depictions of pins with single and multiple paths, based on Stryker derived wire lists. By selecting an item within the main menu bar/system, the user will have the following functionality:
- C.4.1.6.2 The pin-to-pin state allows the user to select/mouse click a graphical depiction of a pin or component. The pin or component

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-C-B293 MOD/AMD</p>	<p style="text-align: center;">Page 13 of 37</p>
--	--	---

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

shall highlight with a contrasting color. All paths leading to the next pin or component within the system shall highlight green (or other color as approved by the government), indicating all possible options as determined by wire list information. The user can select any of the highlighted pins or components and the system shall trace the color path to that specific pin location. All previous options shall return to their original color (black or other color as approved by the government). The Government must approve any variations to this approach. The user will have the ability to toggle graphical depictions of switches from the normal state (e.g. on/off or open/closed) and back to the normal state. Toggling of switches shall affect the flow trace out options for the pin-to-pin and component-to-component states to reflect what actually would occur in the wiring system. When a user selects another flow state, all previous highlights shall return to their original color. Users will have the ability to save any highlighted paths using the note function. The provided Stryker wire lists shall be used to display specific information for that particular wire such as harness and wire number.

C.4.1.6.2.1 The digital schematic tool shall provide animations when applicable to enhance understanding of extremely complex or difficult circuitry. The government must pre-approve use of animation.

C.4.1.6.3 When a user selects a graphical depiction of a source pin or component, a list of destination pins or components shall be accessible. Voltage Readings on graphical depictions of wires or components shall be displayed by text pop-ups, or through a graphical depiction of a meter, or other approach as approved by the Government. The voltage readings shall be available from the components and other wiring points depicted in the diagram/schematic that voltage readings would normally be taken from on the actual system for maintenance purposes. Resistance readings in ohms and electrical flow readings in amperes shall also be available, via text pop-up or graphical depiction of a meter, in cases where the maintenance/troubleshooting task requires such a reading.

C.4.1.6.4 Sheet-to-Sheet Connectivity The user shall have the ability to trace out a path that flows to another sheet or view. When the user selects the graphical text that indicates the path continues on another sheet/view, the appropriate sheet/view shall be loaded into the main window and the path highlighting from the previous sheet/view shall automatically continue on that graphic.

C.4.1.7 Link to Content is applicable to all fuel, pneumatic, hydraulic, coolant and electrical wiring diagrams and schematics: all content shall be identified and linked so the user can access content from each individual schematic/view. Content to be provided via hyperlink shall include:

C.4.1.7.1 Link to Circuit Description provide a description of the entire circuit for each schematic/view.

C.4.1.7.2 Link to Component Theory - on each schematic/view, provide a description of each of the components contained in the schematic/view and their theory of operation.

C.4.1.7.3 Link to Component Picture and Location for each component contained in a schematic/view, provide a color digital photograph or art derived from CAD system of the actual component, and locator art to enable locating the component on the actual vehicle. Three-dimensional (3D) views shall be used for complex or difficult to visualize views. Line art shall only be used with approval of the government.

C.4.1.7.4 Link to Print Capability - from each schematic/view, provide the ability to print the schematic on A-size paper. Functionality would capture the image on the screen and send that image to the printer. Print feature shall include the capability to print an image on multiple A-size continuous sheets to accommodate large and complex schematics/diagrams.

C.4.1.7.5 Link to Help Manual. A help manual shall be provided as an integral part of the digital schematic tool. It shall include an introduction to the digital schematic tool that explains what it is, how to use it, and how to use the help manual; a detailed explanation of all the features and how to use them with supporting tutorials; specific examples of how to use the digital schematic tool while troubleshooting a Stryker; troubleshooting for the digital schematic tool itself; subject index; and table of contents. The table of contents and subject index shall have hyperlinks from each entry to the information it references. The help manual shall also provide context sensitive help information. A link to this help manual shall be available from any schematic/view and from all contexts.

C.4.1.7.6 Link to Fault Insertion Tool for each schematic/view provide a software tool that has the ability to simulate the opening or closing or shorting of the displayed circuits/flow paths for electrical, pneumatic, hydraulic, coolant, and fuel flow. Electrical and pressure readings resulting from the opening/closing/shorting of circuits/flow paths shall accurately reflect what would happen in the actual system. The electrical and pressure readings shall be available via pop-up or a depiction of a meter, or through some other means approved by the Government.

C.4.1.8 Link to Troubleshooting Procedure, Repair/Replace Procedure, and Repair Parts and Special Tools List (RPSTL) The Stryker prime contractor shall author hyperlinks between the Stryker IETM and Stryker digital schematics application as a follow-on action under a separate contract. The Stryker prime contractor shall provide technical guidance and interface information that shall be used to ensure the digital schematics applications can be interfaced with the IETMs

C.4.1.9 The digital schematics application shall contain a Table of Contents (TOC) that lists all the schematics/diagrams contained within the application by appropriate description and designator. Each TOC entry shall be a hyperlink to the referenced schematic/diagram. The TOC shall be accessible at all times from any schematic/diagram view under any context.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 14 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

C.4.1.10 A detailed instruction manual shall be provided in 8.5 x 11 format in both editable MS Word format and pdf format. Files for the graphics contained in the instruction manual shall be in a common editable format such as CGM or CCITT Group IV, and all individual graphic files shall be provided. The instruction manual shall, at a minimum, include an introduction to the digital schematic tool that explains what it is, how to use it, and how to use the help manual; minimum computer requirements; instructions on how to load the digital schematic tool on a computer (MSD); a detailed explanation of all the features and how to use them; specific examples of how to use the digital schematic tool while troubleshooting a Stryker; troubleshooting for the digital schematic tool itself; subject index; and table of contents. The table of contents and subject index shall have hyperlinks from each entry to the information it references.

C.4.2 Deliverables and Schedule: The following are deliverables to be provided under this statement of work, and applicable schedule:

C.4.2.1 Stryker Stand-Alone Digital Schematic Tool on CD or DVD 330 calendar days after contract award IAW CDRL A001.

C.4.2.2 A project plan to include schedule with key milestones/critical path, workflow/processes, key personnel assignments, and quality assurance plan IAW CDRL A002.

C.4.2.3 Minutes of Meetings IAW CDRL A003.

C.4.2.4 Monthly Progress Reports IAW CDRL A004.

C.4.2.5 List of government review comments and associated contractor corrective actions IAW CDRL A005.

C.4.2.6 All source data files and contractor-developed source code executed for the Stryker deliverables under this contract on CD or DVD 400 calendar days after contract award IAW CDRL A006. Source data files include text, graphics, video and audio files. Source code refers to any statements developed and written in computer programming language paid for by this contract.

C.4.2.7 Post production support digital schematics tool updates provided IAW CDRL A007.

C.4.2.8 Post production support copy of all questions and final responses for telephonic and email questions IAW CDRL A008.

C.4.2.9 Outlines, lesson plans, and instruction manuals for How To Use The Digital Schematics Tool IAW CDRL A009.

C.4.3 Warranty: The Stryker digital schematics application shall be warranted for one calendar year after the acceptance date of the digital schematics tool. The acceptance date is the date on which all government documented errors per paragraph C.11 have been corrected, and the corrected deliverable has been received by the government and accepted per signed DD250. The contractor shall correct at no cost to the government all technical content errors, software application code errors and functionality errors found within the warranty period. Corrections to technical content due to changes in vehicle design occurring after this contract is awarded, or due to errors in GFI, are not covered by this warranty. Warranted corrections shall be validated by the contractor to ensure the accuracy and adequacy of the correction. The contractor shall deliver the corrected application to the government within 30 calendar days of the contractor being notified of the error, unless approved otherwise by the government. The government shall review and approve any and all warranted corrections.

C.5 Reserved

C.6 Post Production Support : The contractor shall provide post production support for the Stryker digital schematic tool provided under this contract. Post production support shall begin immediately upon final delivery and acceptance by the government of the Digital Schematics Tool. The acceptance date is the date on which all government documented errors per paragraph C.11 have been corrected, and the corrected deliverable has been received by the government and accepted per signed DD250. Post production support shall be for one year with two option periods, each for an additional sequential one-year period. Post production support shall include corrections to content errors (after warranty period), updates to technical content (due to design changes occurring after contract award or errors in GFI), software bug fixes (after warranty period), software updates necessitated by operating system changes/updates, feature improvements approved by the government, and training to include how to use the digital schematic tool and how to modify the content of the digital schematic tool. Updates to the digital schematic tool due to post production support corrections shall be provided to the Government on CD or DVD every 6 months except for emergency bug fixes which shall be fixed within 15 days of identification unless otherwise approved by the Government IAW CDRL A007. Telephonic support shall be provided from 9:00am to 5:00pm contractor local time, Monday through Friday excluding Federal holidays. An internet help site with Frequently Asked Questions (FAQ) and postings of technical bulletins shall be available 24 hours a day, 7 days a week. FAQ shall be updated quarterly at a minimum IAW accumulated questions and answers. Technical questions submitted by e-mail shall be answered with at least an interim response within 24 hours and a final response within 5 working days. Copies of all questions and final responses, both telephonic and email, shall be provided to the government IAW CDRL A008. The telephone and e-mail technical support shall support a population of no more than 900 mechanics, instructors, and Stryker project management personnel.

C.7 Training for Stryker: The contractor shall provide training to up to 60 personnel on How To Use The Digital Schematics Tool. Each training class shall contain eight hours of instruction. Four classes shall be provided, and each class shall have up to 15 students. Two classes shall be provided at Fort Lewis, Washington. Two classes shall be provided at TACOM, Warren, MI or General Dynamics Land Systems, Sterling Heights, MI. Classes shall be conducted within 120 days after final delivery and acceptance by the government of the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 15 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

Digital Schematics Tool. 65 course outlines, lesson plans, and instruction manuals shall be provided in 8.5 x 11 hard copy and in MS Word and pdf format on Compact Disc (CD) IAW CDRL A009. All materials and equipment necessary to teach the classes shall be provided by the contractor. The government will obtain the classroom needed to teach the classes. Students shall be provided a questionnaire at the conclusion of the class that will be used to evaluate the class content and the instructors performance. Copies of the completed questionnaires shall be delivered to the Government. The government shall have the right to copy and re-use outlines, lesson plans, and instruction manuals to instruct additional students.

C.7.1 The Government shall have one option year for the same training as described in paragraph C.7. Also see H.2 for additional information about this option.

C.8 Reserved

C.9 In Process Reviews (IPRs): IPRs will occur every 30 calendar days by telephone or by face-to-face meeting as determined by the Government. Face-to-face IPRs will be conducted at the U.S. Army TACOM in Warren, Michigan. A minimum of three face-to-face IPRs will occur every year from date of award. The contractor shall take minutes of the IPRs in MS Word format and distribute them by email to all attendees within 5 calendar days after the IPR IAW CDRL A003.

C.10 Progress Reports: The Contractor shall submit progress reports to the Government every month beginning 30 calendar days after contract award IAW CDRL A004. The progress reports shall be in MS Word format and submitted by email to the government. Monthly Progress Report shall indicate percentage of work accomplished and percentage of allocated man-hours expended; and shall include a work schedule with start and completion dates, key interim dates, and any variances from the originally planned dates. The progress report shall also document any issues or problems the contractor may have encountered and the resolutions/planned resolutions.

C.11 Quality Assurance Reports: The contractor shall validate all deliverables for accuracy and compliance with contract requirements before delivery to the government. The government shall review the deliverables against the source data and contract requirements and document errors. The government will provide the documented errors to the contractor within 120 calendar days of receiving the deliverable from the contractor. The contractor shall have 60 calendar days to make corrections to all government documented errors and submit the corrected deliverable to the government, unless approved otherwise by the government. Corrected deliverable shall include a list of government comments and explanation of contractor corrections taken for each comment provided on an Excel spreadsheet, or other format as approved by the government IAW CDRL A005.

*** END OF NARRATIVE C 0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000
C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007

The contractor shall host a start of work meeting at its facility, unless some other location is designated by the Procurement Contracting Officer (PCO), within 60 days after contract award. The contractor shall at a minimum invite the PCO and the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 16 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 17 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 18 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 19 of 37
	PIIN/SIIN	W56HZV-07-C-B293	
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.			

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996

E.1 Quality Assurance Requirements: The contractor shall validate all deliverables for accuracy and compliance with contract requirements before delivery to the government. The government shall review the deliverables against the source data and contract requirements and document errors. The government will provide the documented errors to the contractor within 120 calendar days of receiving the deliverable from the contractor. The contractor will have 60 calendar days to make corrections to all government documented errors and submit the corrected deliverable to the government, unless approved otherwise by the government. Corrected deliverable shall include a list of government comments and explanation of contractor corrections taken for each comment provided on an Excel spreadsheet, or other format as approved by the government.

*** END OF NARRATIVE E 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 37
	PIIN/SIIN W56HZV-07-C-B293	MOD/AMD	

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 21 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG ACRN STAT		ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION		OBLIGATED AMOUNT
0001AA	X16GX143X1 31107180005 A16P30052RX1	AA	1	21	62033000065R5R07P31107125FB S20113	6GXP56	W56HZV	\$	1,094,448.00
0001AB	X16GX143X1 31107180005 A16P30052RX1	AA	1	21	62033000065R5R07P31107125FB S20113	6GXP56	W56HZV	\$	78,598.00
0001AC	X16GX143X1 31107180005 A16P30052RX1	AA	1	21	62033000065R5R07P31107125FB S20113	6GXP56	W56HZV	\$	33,748.00
TOTAL								\$	1,206,794.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION		OBLIGATED AMOUNT
Army	AA	21	62033000065R5R07P31107125FB S20113	W56HZV	\$	1,206,794.00
TOTAL						\$ 1,206,794.00

ACRN	EDI ACCOUNTING CLASSIFICATION								
AA	21	060820330000	S20113	65R5R073110718000525FB	6GXP56S20113	W56HZV			
		<u>Regulatory Cite</u>		<u>Title</u>			<u>Date</u>		
G-1		252.232-7003		ELECTRONIC SUBMISSION OF PAYMENT REQUESTS			JAN/2004		
G-2		252.201-7000		CONTRACTING OFFICER'S REPRESENTATIVE			DEC/1991		

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
-----	--------------	----------------------	----------

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
-----	------------------------	---	----------

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 22 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

G-5 52.227-4004 RELEASE OF INFORMATION OCT/2003
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-6 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 23 of 37
	PIIN/SIIN W56HZV-07-C-B293	MOD/AMD	
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-5	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-6	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-12	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
------	------------------------	---	----------

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 24 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.
(End of clause)

H-13	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
	(TACOM)		

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 Post Production Support Option.

H.1.1 The Government shall have the unilateral right to exercise Year number Two (first option) specified in Section C, Paragraph C.6 entitled "Post Production Support" no later than 30 days prior to the end of the first post production support year by giving written notice to the contractor.

H.1.2 The Government shall have the unilateral right to exercise Year number Three (second option) specified in Section C, Paragraph C.6 entitled "Post Production Support" no later than 30 days prior to the end of the first option period by giving written notice to the contractor.

H.2 Training Option. Training Option. The Government shall have the unilateral right to exercise the Option specified in Section C, Paragraph C.7.1 entitled "Training Option" within 240 days after final delivery and acceptance by the government of the Digital Schematics Tool by giving written notice to the contractor.

H.3 Reserved.

H.4 Reserved.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 25 of 37
--------------------	---	---------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-8	FIXED FEE	MAR/1997
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-20	LIMITATION OF COST	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 37
	PIIN/SIIN W56HZV-07-C-B293	MOD/AMD	
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.			

	Regulatory Cite	Title	Date
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-56	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II dated April 1984)	AUG/1987
I-57	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-2	SUBCONTRACTS	AUG/1998
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-65	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-72	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-73	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-74	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-75	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-84	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-87	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-90	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-91	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-92	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-93	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0% or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 27 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-94 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-95 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 28 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 29 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-96 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 30 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-07-C-B293 MOD/AMD</p>	<p align="right">Page 31 of 37</p>
---	--	---

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-98	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
------	----------	-----------------------------------	----------

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-99	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
------	------------------------	--	----------

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 32 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-100	52.239-4000 (TACOM)	PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA	JUN/1988
-------	------------------------	--	----------

- (a) Definitions.
- (1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.
- (2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.
- (i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.
- (ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.
- (3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.
- (4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.
- (5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).
- (6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.
- (7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

- (b) Sensitivity Levels.
- (1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 33 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 34 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

- (A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as
 - (i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.
- (B) Actions to be taken immediately after the emergency or extraordinary condition.
- (C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-C-B293 MOD/AMD</p>	<p style="text-align: center;">Page 35 of 37</p>
--	--	---

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

- (A) Unexplainable output received at a terminal.
- (B) Abnormal system response.
- (C) Inconsistent or incomplete security marking.
- (D) Unattended terminal device signed on.
- (E) Unsuccessful attempts to log on from remote terminals.
- (F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

- (A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.
- (B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.
- (C) Will not communicate or transmit proprietary information to any unauthorized person or agency.
- (D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-B293 MOD/AMD	Page 36 of 37
Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.		

ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 37 of 37
	PIIN/SIIN W56HZV-07-C-B293	MOD/AMD	

Name of Offeror or Contractor: SYSTEMS EXCHANGE, INC.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS A001 TO A010	14-MAY-2007	010	ELECTRONIC IMAGE

PIIN/SIIN W56HZV-07-C-B293

MOD/AMD

ATT/EXH ID Exhibit A

PAGE 1